



## Website and Mobile App Policy

Website ("this/the website") and Mobile App ("App") Policy ("the policy"/"policy")

Konec Mobile Pty Ltd (ABN 34 650 761 667) ("Konec Mobile" is committed to complying with applicable laws. This Website and Mobile App Policy applies to Konec Mobile's products and services branded "Konec Mobile"

Konec Mobile reserves the right to change this Policy at any time and notify you by posting an updated version of it on our website. The amended Policy will apply between us whether or not we have given you specific notice of any change. We encourage you to review this Policy periodically because it may change from time to time.

### The Website and Mobile App

The website [www.konec.com.au](http://www.konec.com.au) and Mobile App is provided as part of Konec Mobile's overall service to you. By accessing or using any of the content, information, data, text, graphics, photographs and other materials on the website and App you agree to these Terms of Use. You represent and warrant to Konec Mobile that you are at least 16 years of age and otherwise have the power, authority and capacity to agree to these Terms of Use with Konec Mobile. In addition to these Terms of Use, your use of certain services or parts of the website and App may be subject to specific and additional terms. Since you are also bound by these additional terms, you should review them where they are provided on the website. The specific terms take priority over these Terms of Use to the extent of any inconsistency.

### Warranties

Konec Mobile is not responsible for any error or omission on the website or App and reserves the right to make changes without notice. Konec Mobile does not guarantee that the website, App or Third-Party Websites will be free from viruses, or that access to the website, App or Third-Party Websites will be uninterrupted.

### Liability and complying with laws

These Terms of Use and your use of the website and App are governed by the laws of the State of New South Wales. Any rights not expressly granted in these Terms of Use are reserved by Konec Mobile. To the maximum extent permitted by law, and except to the extent expressly specified or referenced in these Terms of Use, Konec Mobile is not liable (whether in contract, tort, under statute or otherwise) for any loss, damage, or expense (including special, indirect or consequential loss, loss of profit or revenue, loss of use, legal costs and defence or settlement costs) that you or any other person incurs arising directly or indirectly out of or referable to material on the website, App or to Third Party Material. Liability of Konec Mobile for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the maximum extent allowable under the relevant laws. You must comply with all laws in relation to your access or use of Material on the website and App, including laws of the country in which you reside or from which you access this website.

## Information and services on the website and App

The information contained on the website and App is liable to change and although Konec Mobile makes every effort to keep material up to date and accurate, there may be delays, errors or omissions.

Konec Mobile does not represent or warrant the suitability, completeness, accuracy or currency of any information contained on the website or App, or that any services will be uninterrupted, timely, secure or error-free.

The material and information on the website and App is provided for general guidance and is not intended to be advice. You should seek professional advice and assistance before you take any commercial decisions or action.

Certain areas of our Website and App or subsidiary website(s) allow for the exchange of information between you and us which becomes the property of Konec Mobile, and you grant Konec Mobile the authority and right to use that content in accordance with the privacy policy.

## Links to other websites

The website may contain links to other websites operated by third parties ("Third Party Websites"). Those Third-Party Websites are not under the control of Konec Mobile and Konec Mobile does not endorse and is not responsible for any material on, or linked to from, Third Party Websites ("Third Party Material").

In particular, and to the extent permitted by law, Konec Mobile makes no warranties or representations:

- regarding the quality, accuracy, merchantability or fitness for purpose of Third-Party Material or products or services available through Third Party Websites; or
- that Third Party Material does not infringe the intellectual property rights of any corporation, organisation or person. Konec Mobile is not authorising the reproduction of Third-Party Material by linking material on this website to Third Party Material.

## Software downloads

Any software that is available to download through links from the website is a third-party product unless otherwise indicated. Your use of that software may be subject to a licence agreement between you and the software owner. To the extent permitted by law, Konec Mobile accepts no liability in respect of such third-party software and Konec Mobile provides no warranty and gives no endorsement in respect of such products or any party connected with them. If you have any feedback or suggestions concerning this software, please contact us.

## Website Purchases

This section should be read in conjunction with our General Terms and Conditions, Payment Policy and Returns Policy.

You can browse, select and purchase products offered on our site. Any order placed through the site is an offer from you to purchase the particular product at the price notified (including delivery and other charges and taxes) at the time you place the order.

We may accept or reject the offer at any time in the event that

- (a) you have not provided correct information to us,
- (b) we believe the order to be fraudulent, fictitious or suspicious;
- (c) the product is out of stock or unavailable or
- (d) you have placed the order in breach of these and other relevant terms and conditions and policies.

### **Order Confirmation**

We will email you a confirmation of your order once it has been received in our system and it's important that you contact us if you do not receive the confirmation or if some of the information is incorrect.

### **Order Verification**

Due to the nature of the products we sell online, we are a potential target from individuals trying to purchase items with either stolen credit card details or without the permission of the cardholder.

You must be the owner of the payment card you use to purchase products from us. We may contact you by telephone or email to confirm the details of your order and to prove that you are the cardholder. Your order will be placed on hold during this process and if you do not respond to our emails or telephone calls or provide the information requested, we may cancel your order and refund the payment taken.

### **Credit Card disputes and chargebacks**

If we receive a payment dispute or chargeback in relation to a product you have purchased from us, we may suspend any mobile service and place a network lock and or IMEI lock on any applicable device associated with the transaction. The suspension and lock will remain in place until the dispute is resolved in our favour or we have collected the amount charged back from an alternate payment method in your name provided by you.

## **Cancellation**

The agreement set out in these Terms of Use and your access to this website may be cancelled at any time by Konec Mobile without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by Konec Mobile will continue after cancellation.

## **General**

Any part of these Terms of Use must be read down to the extent necessary to prevent that part or these Terms of Use being invalid, voidable or unenforceable in the circumstances. Despite that reading down, if a part of these Terms of Use is still invalid, voidable or unenforceable, and if the part would not be invalid or voidable if a word or words were removed, then that word or those words will be deleted, and the rest of these Terms of Use will continue to be fully enforceable. A right of Konec Mobile under these Terms of Use may only be waived in writing signed by Konec Mobile.

## **Copyright**

Copyright © 2022 Konec Mobile Pty Ltd. All Rights Reserved. All images, text, programs, and other materials found on our Website are property of Konec Mobile Any commercial use of the images, text, programs or other materials found on our website is strictly prohibited, unless we give express written consent. Trademarks The names, logos, and taglines identifying our

products and services are proprietary marks of Konec Mobile. All other trademarks and service marks are the property of their respective owners.

## **Your responsibility**

You assume all responsibility for use of the Konec Mobile Website, App or subsidiary website. You waive all claims against Konec Mobile, its officers, directors, employees, suppliers and programmers that may arise from the utilisation of the Konec Mobile Website, App or its subsidiary web sites.

## **Accuracy of information**

While all reasonable attempts are made to ensure the accuracy of information; neither Konec Mobile, nor its information contributors can be held responsible by you for the accuracy of the information found in the Konec Mobile Website, App or subsidiary web sites.

## **Jurisdiction**

Subject to the Australian Consumer Law, this Policy and your use of the Konec Mobile Website and App are subject to and must be interpreted in accordance with the laws of New South Wales, Australia, and the courts of that State (and their appeal courts) shall have exclusive jurisdiction in case of any dispute, difference or litigation with respect to them.